BILL NO. S-91-03-42

SPECIAL ORDINANCE NO. S-96-91

AN ORDINANCE approving CONTRACT #475-90, RANCHWOOD STORM DRAINAGE IMPROVEMENT-PH II between SCHEIDLEMAN EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT #475-90, RANCHWOOD STORM DRAINAGE IMPROVEMENT - PH II by and between SCHEIDLEMAN EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> The reconstruction of an open drain, intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the following described line: Beginning at the intersection of an existing open drain with the East right-of-way of Hobson Road 176+/-LF South of the South right-of-way line of St. Croix Drive; thence Easterly on and along the centerline of said open drain, 1,600+/-LF to the terminus of this description;

the Contract price is One Hundred Forty-Nine Thousand Six Hundred Ninety-One and 75/100 Dollars ($149,691.75), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT
RANCHWOOD STORM DRAINAGE IMPROVEMENT - PHASE II
CONTRACT 475-1990

BOARD ORDER 115-90 **WORK ORDER 73470**

THIS CONTRACT made and entered into this 20 day of March 1991, by and between **SCHEIDLEMAN EXCAVATING, INC.**, hereinafter called **CONTRACTOR** and the City of Fort Wayne, Indiana, an Indiana municipal corporation, acting by and through the **MAYOR**, and the **BOARD OF PUBLIC WORKS & SAFETY** herein called **OWNER;**

WITNESSETH, that the **CONTRACTOR** and the **OWNER** for the considerations hereinafter named agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

> The reconstruction of an open drain, intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the following described line:
>
> Beginning at the intersection of an existing open drain with the East right-of-way of Hobson Road 176± LF South of the South right-of-way line of St. Croix Drive; thence Easterly on and along the centerline of said open drain, 1,600± LF to the terminus of this description.

All according to Fort Wayne Sewer Utility Drawing No. **SY11240** and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay **CONTRACTOR** for the performance of the contract, the unit price sum of **ONE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED NINETY ONE AND 75/100 ($149,691.75) DOLLARS.** In the event the amount of work is increased or decreased by **OWNER** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the **15th** day of the **following month, ninety (90%) percent** of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the **Engineering Department** of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR.**

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment will be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Pubic Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works & Safety** which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne, Indiana.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against he City of Fort Wayne in any suit or claim arising under said Workmen's compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties

hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require by his subcontractors that they pay wage rates ont he work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids for Contract 475-1990
b. Instructions to Bidders for Contract 475-1990
c. Contractor's Proposal Dated 9 January 1991
d. Fort Wayne Engineering Department Drawing SY-11240
e. Supplemental Specifications for Contract 475-1990
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment bond
k. Right-of-Way Cut Permit
l. Comprehensive Liability Insurance Coverage
m. Form 96
n. EBE Commitment Form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a

period of one (1) year following written acceptance of the work by the **OWNER.**

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to the **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statute of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject tot he decision of the Director of Board of Public works and Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **one hundred fifty (150) calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the Mayor and the Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common council of the City of Fort Wayne, Indiana, and should said Common Council of the City of Fort Wayne, Indiana fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: SCHEIDLEMAN EXCAVATING, INC.

By _____
John D. Scheidleman, President

CITY OF FORT WAYNE, INDIANA

By:_____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

By_____
Charles E. Layton, Director of Public Works

By_____
Michael McAlexander, Director of Public Safety

By_____
Douglas M. Lehman, Director of Administration and Finance

ATTEST:_____
Patricia Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared John D. Scheidleman, President who acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13 day of March 1991.

_____
M. Carol Cicero Notary Public

M. Carol Cicero
Printed Name of Notary

Resident of Allen County

My Commission Expires:

10/27/92

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

RANCHO COD STORM SEWER IMPROVEMENT - PHASE II

CONTRACT NUMBER 472-1990

BID TABULATION

ITEM #	DESCRIPTION	QUANT.	UNIT	ENGINEER'S ESTIMATE		SCHEIDLEMAN EXCAVATING		LIBERTY CONSTRUCTION		GEIGER DEVELOPING		LAND INC.		DEHNER CONSTRUCTION		FLEMING EXCAVATING		BERCOT INC.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	DITCH RECONSTRUCTION	1	LS	$25,000.00	$25,000.00	$27,615.00	$27,615.00	$14,400.00	$14,400.00	$31,553.00	$31,553.00	$27,000.00	$27,000.00	$36,300.00	$36,300.00	$31,740.00	$31,740.00	$67,728.00	$67,728.00
2	10' X 5' CONCRETE BOX CULVERT	110	LF	$500.00	$55,000.00	$328.70	$36,157.00	$485.00	$53,350.00	$457.35	$50,308.50	$470.00	$51,700.00	$390.00	$42,900.00	$463.00	$50,930.00	$339.00	$37,290.00
3	12' X 4' CONCRETE BOX CULVERT	100	LF	$500.00	$50,000.00	$398.00	$39,800.00	$569.00	$56,900.00	$477.00	$47,700.00	$540.00	$54,000.00	$455.00	$45,500.00	$541.00	$54,100.00	$408.50	$40,850.00
4	6" REVETMENT RIPRAP	25	SY	$11.00	$275.00	$10.00	$250.00	$10.80	$270.00	$15.00	$375.00	$5.00	$125.00	$10.00	$250.00	$15.50	$387.50	$18.00	$450.00
5	6" GROUTED RIPRAP	225	SY	$21.00	$4,725.00	$19.15	$4,308.75	$18.20	$4,095.00	$22.50	$5,062.50	$10.00	$2,250.00	$25.00	$5,625.00	$22.30	$5,017.50	$24.00	$5,400.00
6	TREE AND BRUSH REMOVAL	1	LS	$2,500.00	$2,500.00	$8,210.00	$8,210.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$11,375.00	$11,375.00	$14,580.00	$14,580.00	$7,500.00	$7,500.00	$19,920.00	$19,920.00
7	FOOT BRIDGE RECONSTRUCTION	1	LS	$2,500.00	$2,500.00	$1,850.00	$1,850.00	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$800.00	$800.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00
8	SEEDING	5000	SY	$0.75	$3,750.00	$2.50	$12,500.00	$0.80	$4,000.00	$0.75	$3,750.00	$1.00	$5,000.00	$2.30	$11,500.00	$1.75	$8,750.00	$1.50	$7,500.00
9	DEEP STRENGTH ASPHALT	210	TN	$32.00	$6,720.00	$71.86	$15,088.50	$45.00	$9,450.00	$46.00	$9,660.00	$35.00	$7,350.00	$43.50	$9,135.00	$50.00	$10,500.00	$45.00	$9,450.00
10	CONCRETE STREET REPLACEMENT W/CURB	150	SY	$22.23	$3,334.50	$20.75	$3,112.50	$30.00	$4,500.00	$23.00	$3,450.00	$30.00	$4,500.00	$40.00	$6,000.00	$30.00	$4,500.00	$20.00	$3,000.00
11	CONCRETE CURB REPLACEMENT	100	LF	$15.00	$1,500.00	$8.00	$800.00	$10.00	$1,000.00	$15.00	$1,500.00	$10.00	$1,000.00	$15.00	$1,500.00	$15.00	$1,500.00	$15.00	$1,500.00
	TOTAL BID AMOUNT				$155,304.50		$149,691.75		$153,965.00		$159,859.00		$165,100.00		$175,790.00		$177,925.00		$195,088.00

Read the first time in full and on motion by Burns, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____.M.,E.S.T.

DATED: 3-26-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~[LOST]~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD				
SCHMIDT	✓			✓
TALARICO	✓			

DATED: 4-9-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE RESOLUTION NO. S-96-91 on the 9th day of April, 19 91,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 19 91, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April, 19 91, at the hour of 10:15 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract #475-90, Ranchwood Storm Drainage Improvement - Ph II

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: The Contract for #475-90, Ranchwood Storm Drainage Improvement - Ph. II, is necessary for the following:

The reconstruction of an open drain, intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the following described line:

Beginning at the intersection of an existing open drain with the East right-of-way of Hobson Road 176± LF South of the South right-of-way line of St. Croix Drive; thence Easterly on and along the centerline of said open drain, 1,600± LF to the terminus of this description.

Scheidleman Excavating is the contractor.

EFFECT OF PASSAGE: Improved storm drainage conditions in Ranchwood area.

EFFECT OF NON PASSAGE:

S-91-03-12

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $149,691.75

ASSIGNED TO COMMITTEE:

7

BILL NO. S-91-03-42

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT #475-90, RANCHWOOD STORM DRAINAGE IMPROVEMENT-PH II between SCHEIDLEMAN EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 4-9-91.

Sandra E. Kennedy
City Clerk